

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973
(202) 393-2266
FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 20809-B,C FILED

August 8, 1997

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Kim Bartman
Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies each of an Addendum to Master Equipment Lease Agreement, dated as of July 1, 1997 and an Assignment of Lease, dated as of July 24, 1997, both documents being secondary documents as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Master Equipment Lease Agreement previously filed with the Board under Recordation Number 20809.

The names and addresses of the parties to the enclosed documents are:

Addendum to Master Equipment Lease Agreement

Lessor: NationsBanc Leasing Corporation
2300 Northlake Centre Drive
Tucker, Georgia 30084

Lessee: Grace Trust
1661 Beach Boulevard
Jacksonville, Florida 32250

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Assignment of Lease

Assignor: Grace Trust
1661 Beach Boulevard
Jacksonville, Florida 32250

Assignee: NationsBanc Leasing Corporation
2300 Northlake Centre Drive
Tucker, Georgia 30084

A description of the railroad equipment covered by the enclosed documents is:

fifteen (15) open hopper cars MMMX 200 through MMMX 214, inclusive

Also enclosed is a check in the amount of \$48.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

AUG 11 '97

11-20AM

ADDENDUM TO MASTER EQUIPMENT LEASE AGREEMENT BETWEEN
NATIONSBANC LEASING CORPORATION AND
GRACE TRUST DATED AS OF JULY 1, 1997

Notwithstanding the terms and conditions stated in the Master Equipment Lease Agreement ("Equipment Lease"), the parties acknowledge the following:


1. The equipment identified in the Equipment Lease is subject to a Railroad Car Lease Agreement with Minnesota Mining and Manufacturing Company dated July 1, 1997 ("3M Lease"). Lessor acknowledges receipt of the original of said agreement which shall be collaterally assigned by Lessee. Lessor further acknowledges that Minnesota Mining and Manufacturing Company shall have possession of the equipment pursuant to the terms of the 3M Lease and that performance by Minnesota Mining and Manufacturing Company under the terms of the 3M Lease shall constitute satisfactory performance by Lessee under the Equipment Lease, except for payment by Lessee of the rent payment required under the Equipment Lease. The terms and conditions in the 3M Lease, specifically including insurance requirements and default notifications, shall control in the event of any inconsistency, except as specifically modified by this addendum.
2. The stipulated loss value of equipment as provided in paragraph 5 of the Equipment Lease shall in no event be greater than the values established on Exhibit C made a part of the 3M Lease.
3. In no event shall the individuals holding beneficial interest in the Lessee trust be held liable for any performance or default under the Equipment Lease.
4. Upon termination of the Equipment Lease, Lessee shall have the option to purchase the personal property as provided for in the Equipment Lease schedule at the fair market price which is agreed to be \$4,230.00 per car.
5. All other terms and conditions of the Master Equipment Lease Agreement not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

(signature)

(print name)



(signature)
Kenneth G. Salsburg

(print name)

NationsBanc Leasing Corporation

By: _____
Its

Address:

2300 Northlake Centre Drive
Suite 300
Tucker, GA 30084-4007

Grace Trust

By: 

Its Trustee

Address:

1661 Beach Boulevard
Jacksonville Beach, Florida 32250